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14 ATTORNEYS FOR PLAINTIFF DANIELA RIVAS

15 **UNITED STATES DISTRICT COURT**
16 **DISTRICT OF NEVADA**

17 DANIELA RIVAS,

18 v. Plaintiff,

19 CAESARS ENTERPRISE SERVICES,
20 LLC, and DESERT PALACE, LLC

21 Defendants.

22 Case No.: 2:19-CV-01637-KJD-DJA

23 **JOINT PRETRIAL ORDER**

24 After pretrial proceedings in this case,

25 **IT IS SO ORDERED:**

26 **I.**

27 **STATEMENT OF THE NATURE OF THE ACTION**
28 **AND THE PARTIES' CONTENTIONS**

29 Plaintiff alleges two causes of action against Defendant Desert Palace, LLC
30 ("Defendant" or "Caesars Palace")¹:

31 1. Failure to accommodate her religious observance of Sabbath, in violation of
32 Title VII of the Civil Rights Act of 1964 and
33 2. Religious Discrimination (disparate treatment) in Violation of Title VII of

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the Civil Rights Act of 1964.

(a) Plaintiff's Contentions:

In its ruling on summary judgment, this Court already granted Plaintiff partial summary judgment with respect to her prima facie case that Caesars Palace failed to provide her a religious accommodation, i.e., Ms. Rivas has established she has 1) a sincerely held religious belief in observing the Sabbath as a day of rest and worship that conflicted with an employment duty; 2) she informed her employer of the belief and conflict; and 3) she was terminated for accumulating too many refusals due to her religious observance of Sabbath. Accordingly, Plaintiff contends that the facts supporting her prima facie case are not in contention. [ECF 65, at 8:6-20.]. Nothing in this JPTO should contradict such findings by this Court.

The Court also made a fact finding that “accommodation could be made without impact on the seniority system...” and, therefore, that the seniority system does not prevent an accommodation. [ECF 65, at 10:7-8.]

The remaining issue to be submitted to the jury is whether providing Ms. Rivas a religious accommodation “would pose an undue hardship on its schedulers and other Steady Extras”. [ECF 65, at 10:9-10.] Plaintiff contends that Defendant bears the burden to prove undue hardship as an affirmative defense by introducing non-speculative evidence of actual hardships. Plaintiff contends it is impossible for Defendant to sustain its burden to prove undue hardship in light of the availability of temporary Guest Room Attendants who were used to fill in where needed, as well as the minimal effort it would take to just call another person. It bears repeating that in light of the Court’s finding that the seniority system does not prevent an accommodation, Defendant cannot contend that any accommodation would be an undue hardship because it would violate its collective bargaining agreement

Also at summary judgment, the Court ruled that Ms. Rivas established the first three elements of her claim of religious discrimination: 1) that she is a member of a protected class; 2) that she was qualified for the position; and 3) that there was an adverse action. Plaintiff contends the evidence supports her claim that Defendant's policies and practices

1 operated in a discriminatory manner and that Defendant's actions give rise to an inference
 2 of discrimination. Ms. Rivas also contends that Caesars Palace cannot produce evidence of
 3 a legitimate non-discriminatory reason, because the only reason Caesars Palace has for
 4 terminating Ms. Rivas is because of her religious observance of the Sabbath.

5 Ms. Rivas seeks all available relief under our law including but not limited to: lost
 6 wages, emotional distress damages, punitive damages, injunctive relief, declaratory relief,
 7 costs and attorneys' fees.

8 Further, nothing in this JPTO is to contradict any of the findings in this Court's Order
 9 regarding summary judgment.

10 **(b) Defendant's Contentions:**

11 Plaintiff's cause of action for failure to accommodate religion fails because any
 12 accommodation would result in an undue hardship on Caesars Palace given the language of
 13 the applicable collective bargaining agreement, which among other things, specifically
 14 requires Caesars Palace to offer shifts to Plaintiff and the other Steady Extra Guest Room
 15 Attendants in order of seniority.

16 Plaintiff's cause of action for religious discrimination under a traditional disparate
 17 treatment theory fails because similarly situated individuals outside her protected class were
 18 not treated more favorably than Plaintiff. That is, Caesars Palace applies the 25% refusal
 19 standard to Steady Extra employees regardless of their religion. Moreover, the other
 20 circumstances surrounding Plaintiff's termination do not give rise to an inference of
 21 discrimination. The ability to work any day, any shift was an essential function of the
 22 position at issue. Plaintiff could not satisfy that essential function, which led Caesars Palace
 23 to take the underlying employment action. Plaintiff's failure to fulfill an essential function
 24 of her position is a legitimate, nondiscriminatory reason for the termination.

1

II.

STATEMENT OF JURISDICTION

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3 This Court has jurisdiction pursuant to 28 U.S.C. §§ 1331, 1337, and 1343 (Federal
 4 Question) as the two (2) causes of action arise under Title VII of the Civil Rights Act of
 5 1964, as amended, 42 U.S.C. § 2000e et. seq.

6

III.

**THE FOLLOWING FACTS ARE ADMITTED
BY THE PARTIES AND REQUIRE NO PROOF:**

7

8 1. At Caesars Palace, hotel rooms are serviced by employees known as Guest
 9 Room Attendants (“GRAs”).

10 2. Caesars Palace employs many GRAs on a regular, full-time basis. It also
 11 employs a secondary group of GRAs that are hired on a “Steady Extra” basis. There is a
 12 third group of GRAs that are temporary (“Temporary GRA”).

13 3. Steady Extra employees are not assigned a regular work schedule, but rather,
 14 are assigned shifts on as as-needed basis.

15 4. A Steady Extra is “a temporary or part-time employee . . . who is carried on
 16 the Employer’s regular payroll and who may be called by the Employer to perform work in
 17 addition to, or as vacation or temporary absence replacement for regular employees.”

19 5. If a Steady Extra does not answer the phone when called, or refuses to work
 20 an offered shift, then the next Steady Extra in the rotation is contacted until the shift is filled.

21 6. Steady Extras are permitted to refuse up to 25% of the shifts offered to them
 22 in a 60-day period.

23 7. Daniela Rivas is a member of the Seventh-day Adventist Church².

24 8. Seventh-day Adventists observe the Sabbath as a day of rest and worship from
 25 sundown Friday to sundown Saturday.

27

28 ² Plaintiff contends that in this Court’s Order, ECF #65, this Court ruled and found that “Rivas has established
 that she has a sincerely held religious belief.” Defendants object to such quoted language in this Section and Plaintiff
 thus must include this established fact later in this JPTO.

9. On September 29, 2017, Plaintiff began working for Caesars Palace as a Temporary GRA.

10. After attending training Monday through Friday, Plaintiff worked as a Temporary GRA for several months until offered the opportunity to become a Steady Extra employee.

11. Plaintiff began work as a “Steady Extra” GRA on February 5, 2018.

12. Rivas submitted a letter from her pastor dated March 16, 2018, indicating that she is a Seventh-day Adventist and is unable to perform work duties during Sabbath hours.

13. On June 13, 2018, Caesars Palace issued Plaintiff a termination notice, which she did not sign and such termination notice states “refuse to sign D.R.”

14. In September 2018, Rivas filed a Charge of Discrimination with the U.S. Equal Employment Opportunity Commission (“EEOC”).

15. Rivas received a right-to-sue letter from the EEOC on August 19, 2019.

IV.

**THE FOLLOWING FACTS, THOUGH NOT ADMITTED, WILL NOT BE
CONTESTED AT TRIAL BY EVIDENCE TO THE CONTRARY:**

None at this time.

V.

**THE FOLLOWING ARE THE ISSUES OF FACT TO BE TRIED AND
DETERMINED AT TRIAL:**

1. Whether Caesars Palace applies the 25% threshold to all Steady Extra employees regardless of their status.

2. Whether Plaintiff was lawfully terminated.

3. Whether Defendant's actions and/or omissions result in an inference of discrimination:

3a. Whether, as Rivas contends, she informed Marzola at the time of her hiring that she does not work on Sabbath.

3b. Whether Marzola hired Rivas knowing she would not work on Sabbath.

1 only to require her to work on Friday evenings and Saturdays thereafter.

2 3c. Whether Marzola delayed submitting to Human Resources the letter
 3 from Rivas' pastor, supporting her request for religious accommodation.

4 4. The negative impacts that would have been imposed on Caesars Palace, if any,
 5 if Plaintiff's requested accommodation was granted.

6 5. The amount of damages, wages, and benefits, if any, that Plaintiff suffered
 7 since her termination from Caesars Palace, taking into account her mitigation efforts.

8 6. Whether Plaintiff suffered emotional distress as a result of Caesars Palace acts
 9 and/or omissions.

10 7. Whether Plaintiff has a sincerely held³ religious belief.

11 **VI.**

12 **THE FOLLOWING ARE THE ISSUES OF LAW TO BE TRIED AND
 13 DETERMINED UPON TRIAL:**

14 In its summary judgment ruling, the Court granted Plaintiff partial summary
 15 judgment on her prima facie case of failure to accommodate, and further found that she was
 16 entitled to partial summary judgment on the first three elements of her prima facie case of
 17 disparate treatment. Thus, only the following legal issues remain contested:

18 1. Whether Defendant has met its burden to prove by lawful evidence that it
 19 would have suffered undue hardship on its schedulers and other Steady Extras as a result of
 20 granting Rivas a religious accommodation.

21 2. Whether Rivas has proved the fourth element of her prima facie case of
 22 disparate treatment – that similarly situated individuals outside Plaintiff's protected class

23
 24
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 27 ³ As stated in n.2, Plaintiff contends that in this Court's Order, ECF #65, this Court ruled and found that "Rivas
 28 has established that she has a sincerely held religious belief." Defendants object to such quoted language in this Section
 and Plaintiff thus must include this "established" fact later in this JPTO subject to any potential motion practice for
 ruling on this "question of fact" or "question of law."

were treated more favorably than Plaintiff or other circumstances surrounding the adverse employment action give rise to an inference of discrimination.

2a. If so, whether Defendant has a legitimate non-discriminatory reason for terminating Rivas, or whether such reason was merely pretext for discrimination.

3. Whether Plaintiff is entitled to damages, attorneys fees, and/or costs as allowed by law.

VII.

(a) Plaintiff contends the following are also material facts:

The following facts were already found by this Court in its Order on the parties' motions for summary judgment. Based on the Court's findings, it is Plaintiff's contention that those facts are not at issue in this case including but not limited to:

Plaintiff holds a sincere religious belief. When Rivas became a Steady Extra, she was offered shifts in the rotation provided by the CBA. [ECF 65, at 2:13.] Some of those offerings were for shifts on the Sabbath. [*Id.*] Rivas told her supervisors that she could not work on Saturdays and procured a note from her pastor indicating as much. [*Id.*, at 2:14.] On June 1, 2018, Rivas was suspended pending investigation. [*Id.* at 2:27.] Defendant employed over 100 Steady Extras. After calling the Steady Extras, Caesars Palace would call the Temporary GRAs if needed.

(b) Defendant contends the following are also material facts:

Steady Extra employees are a function of and governed by the collective bargaining agreement (“CBA”) in effect between Caesars Palace and the union which represents Caesars Palace GRAs (the Culinary Union). The CBA states, at Section 10.07, “Except as provided in Section 20.03, and provided they are otherwise qualified to perform satisfactorily the work to be done, Steady Extra Board employees shall be offered a choice of all steady extra work in the order of their seniority amongst themselves before extra employees are hired.” Under the CBA, when a scheduling gap arises necessitating the help of a Steady Extra employee, Caesars Palace is required to contact Steady Extras in the order of seniority, so that the Steady Extras with the most seniority get called first. Also under the CBA, Steady Extra employee may be terminated without recourse if the employee fails, refuses, or is unavailable to work more than twenty-five percent (25%) of the shifts made available to him/her in any sixty (60) day period (the “25% Threshold”).

On September 20, 2017, Plaintiff completed a Job Fair Application in which she answered “yes” to the following question: “Are you available to work any day / all shifts?” In February 2018, Plaintiff was classified by Caesars Palace as a Steady Extra GRA, meaning she joined the list of Steady Extra employees that was created pursuant to and governed by the CBA. Between September 2017 and March 2018, Plaintiff declined several work shifts that were offered to her and which would have occurred on the Sabbath. Between September 2017 and March 2018, Plaintiff passed on other work shifts that did not fall on the Sabbath. Between September 2017 and March 2018, Plaintiff worked three (3) work shifts as a Steady Extra which fell on the Sabbath.

At Caesars Palace, Friday evenings through Sunday mornings tend to be the busiest time for the casino-hotel. Guest Room Attendants consider Friday evening and Saturday shifts to be the least desirable shifts to work.

Plaintiff's supervisor, Neide Marzola, sent the letter dated March 16, 2018, from Plaintiff's pastor to Human Resources for processing. On April 25, 2018, Plaintiff met with Caesars Palace "Absence Integrity Advisor" Nidia Fulcher. Ms. Fulcher was investigating

1 Plaintiff's request that she be excused from working shifts that occurred on the Sabbath.
 2 Ms. Fulcher explained to Plaintiff that she was only permitted to refuse 25% of her shifts,
 3 and that she was getting close to that limit. Caesars Palace made the determination that it
 4 was unable to grant Plaintiff the requested accommodation.

5 Plaintiff's refusals of shifts caused her to exceed the 25% Threshold. On June 1,
 6 2018, Ms. Marzola issued Plaintiff a suspension pending investigation due to Plaintiff
 7 having exceeded the 25% Threshold. On June 4, 2018, Plaintiff met for a second time
 8 with Ms. Fulcher. On June 13, 2018, Caesars Palace issued Plaintiff a termination notice.
 9 The stated basis of Plaintiff's termination was that Plaintiff had exceeded the 25%
 10 Thresh~~old~~. Plaintiff contends the following are also issues for trial:

- 11 1. Whether Plaintiff is entitled to punitive damages.
- 12 2. Whether Plaintiff is entitled to declaratory relief in the form of a declaration
 13 that Plaintiff Rivas was terminated for unlawful discriminatory reasons.
- 14 3. Whether Plaintiff is entitled to injunctive relief ordering Defendant to reinstate
 15 Plaintiff Daniela Rivas to her former position, with all the accrued benefits to which she
 16 would have become entitled.
- 17 4. Whether Plaintiff is entitled to injunctive relief to court ordered training for
 18 Defendant on prevention of discrimination and for prohibition on engaging in future
 19 discrimination.
- 20 5. Whether Plaintiff is a "prevailing party" entitled to costs and attorneys' fees.

21 **VIII.**
 22 **LIST OF EXHIBITS TO BE OFFERED INTO EVIDENCE**

23 (a) **The following Exhibits are stipulated into evidence in this case and may
 24 be so marked by the Clerk:**

Exh No.	Joint Exhibit Description	Status
1.	EEO Policy (CP_0005-6)	Stipulated

Exh No.	Joint Exhibit Description	Status
2.	Pastor Carballo Letter, March 16, 2018 (CP_0015)	Stipulated
3.	Rivas, Daniela Termination (CP_0026)	Stipulated
4.	Performance Documentation (CP_0028)	Stipulated
5.	Accommodation Case Action Log (CP_0051)	Stipulated
6.	Rivas, Daniela Out of Work Dates, March 5 to May 6, 2018. (CP_0054-55)	Stipulated
7.	Employee Basic Data (CP_0062)	Stipulated
8.	Job Description (CP_0101-102)	Stipulated
9.	Daniela Rivas Interview (CP_0057)	Stipulated
10.	Email from N. Marzola, dated April 23, 2018 (CP_0058-CP_0059)	Stipulated
11.	May 15-16, 2018 email between Neide Marzola and Nidia Fulcher (CP_0350-351)	Stipulated
12.	Religious accommodation denial. May 22, 2018 (CP_0281)	Stipulated

Exh No.	Joint Exhibit Description	Status
13.	SPI Case Action Log 6/1/2018 (CP_0072)	Stipulated
14.	Nidia Fulcher Due Process Notes, June 4, 2018 (CP_0082-84)	Stipulated
15.	HR Interview with N. Marzola, dated June 11, 2018 (CP_0077)	Stipulated
16.	June 12, 2018 email from Sabrina Beckman to Neide Marzola, regarding termination (CP_0354)	Stipulated
17.	Rivas, Daniela Refusals, March 25 to May 27, 2018 (CP_0086-87)	Stipulated

(b) **As to the following exhibits, the party against whom the same will be offered objects to their admission on the grounds stated:**

(1) **Plaintiff's Exhibits with Defendant's Objections:**

Exh No.	Plaintiff's Exhibit Description	Defendant's Objections
18.	Candidate Disposition Summary (CP_0097)	Relevance, hearsay, lacks authentication, lacks foundation
19.	Email chain between Admira Muhic, Neide Marzola and Nidia Fulcher April 23-May 5, 2018. (CP_0224-228)	Relevance, hearsay, lacks authentication, lacks foundation

Exh No.	Plaintiff's Exhibit Description	Defendant's Objections
20.	Candidate Disposition Summary/Hire Slip (CP_0248)	Relevance, hearsay, lacks authentication, lacks foundation
21.	Email chain between Kaitlin Riggio, Sabrina Beckman, Neide Marzola, & Nidia Fulcher June 7-9, 2018 (CP_0249-250)	Relevance, hearsay, lacks authentication, lacks foundation
22.	Email chain between Neide Marzola and Nidia Fulcher April 19-23, 2018. (CP_0290-292)	Relevance, hearsay, lacks authentication, lacks foundation
23.	Email chain between Neide Marzola and Nidia Fulcher May 4-5, 2018. (CP_0299-301)	Relevance, hearsay, lacks authentication, lacks foundation
24.	Email chain between Neide Marzola and Nidia Fulcher April 23, 2018. (CP_0302-305)	Relevance, hearsay, lacks authentication, lacks foundation
25.	Email chain between Neide Marzola and Nidia Fulcher May 13, 2018. (CP_0306)	Relevance, hearsay, lacks authentication, lacks foundation
26.	Email from Nidia Fulcher to Sabrina Beckman re Daniela Rivas (CP_0318)	Relevance, hearsay, lacks authentication, lacks foundation
27.	June 6, 2018 email between Neide Marzola and Nidia Fulcher (CP_0352-353)	Relevance, hearsay, lacks authentication, lacks foundation
28.	June 1, 2018 email from Marzola Neide to Housekeeping scheduler (CP_0360)	Relevance, hearsay, lacks authentication, lacks foundation

Exh No.	Plaintiff's Exhibit Description	Defendant's Objections
29.	Rivas Application (CP_0522-26)	Lack of foundation, hearsay, lacks authentication, lacks foundation
30.	Neide Marzola Training Report (CP_0527-28)	Relevance, hearsay, lacks authentication, lack of foundation
31.	Aug 15, 2018 Pastor Dan Letter (CSC-00007)	Hearsay, relevance, lacks authentication, lacks foundation
32.	Rivas 2018 W-2 from Caesars Enterprise Service (CSC_0012)	Hearsay, relevance, lacks authentication, lacks foundation
33.	Rivas 2018 W-2 from My2Boys, LLC (CSC-0013)	Hearsay, relevance, lacks authentication, lacks foundation
34.	Rivas 2018 W-2 from Top Shelf Building Maintenance (CSC-00014)	Hearsay, relevance, lacks authentication, lacks foundation
35.	2019-Trial – Documentation of Rivas Earnings	Hearsay, relevance, lacks authentication, lacks foundation, failure to produce during discovery or with initial disclosures

(2) Defendant's Exhibits with Plaintiff's Objections:

Exh No.	Defendant's Exhibit Description	Plaintiff's Objections
36.	NERC/EEOC Charge of Discrimination (CP_0071)	Relevance, Hearsay, Lack of Authentication; Lacks Foundation
37.	Notice of Right to Sue	Relevance, Hearsay, Lack of

Exh No.	Defendant's Exhibit Description	Plaintiff's Objections
	(CP_0095)	Authentication; Lacks Foundation; Unfair Prejudice
38.	Offer Letter, January 30, 2018 (CP_0099)	Relevance, Hearsay, Lack of Authentication; Lacks Foundation
39.	Collective Bargaining Agreement (CP_0103-0212)	Relevance, Hearsay, Lack of Authentication; Lacks Foundation; Confusing, Cumulative, Plaintiff, via Meet and Confer, will act in good faith to reach resolution on potential stipulated portions of the CBA and via Motion in Limine, if necessary, for the admission of portions of the CBA.
40.	Job Fair Application (CP_0014)	Relevance, Hearsay
41.	Time Works records (CP_0018-CP_0024)	Relevance, Hearsay, Lack of Authentication; Lacks Foundation
42.	Termination documentation (CP_0025)	Relevance, Hearsay, Lack of Authentication; Lacks Foundation
43.	June 12, 2018 email from Neide Marzola to Sabrina Beckman (CP_0076)	Relevance, Hearsay, Lack of Authentication; Lacks Foundation
44.	LC Term Info (CP_0529-CP_0533)	Relevance, Hearsay, Lack of Authentication; Lacks Foundation; Failure to Produce During Discovery or with Initial Disclosures; Speculative; Improper Character Evidence; FRE 611(a); unfair prejudice and confusing.

Exh No.	Defendant's Exhibit Description	Plaintiff's Objections
45.	JM Term Info (CP_0534-CP_0538)	Relevance, Hearsay, Lack of Authentication; Lacks Foundation; Failure to Produce During Discovery or with Initial Disclosures; Speculative; Improper Character Evidence; FRE 611(a); unfair prejudice and confusing.

(c) Electronic Evidence:

The parties intend to present electronic evidence for purposes of jury deliberations. They understand that they will receive instructions and guidance regarding what to submit before trial commences.

In addition, if needed for impeachment, the video recording of the deposition of Plaintiff will be offered.

(d) Depositions:

(1) Plaintiff will offer the following depositions:

Plaintiff reserves the right to use the deposition of Sabrina Beckman and/or Nidia Fulcher as permitted under Fed. Rule Civ. Pro. 32 but does not anticipate offering testimony via their depositions into evidence unless the individuals do not appear for trial. If such individuals do not appear for trial, Plaintiff anticipates using such deposition testimony and will designate such testimony at that time. Further, Plaintiff reserves the right to utilize any such deposition transcript if such individual does not appear for trial per Fed. Rule Civ. Pro. 32 and FRE 804. Plaintiff intends on calling Fulcher and Beckman to testify in person if possible.

Reserving objection, pending ruling on issue, Plaintiff offers the following deposition excerpts at this time but reserves objection to modify/revise deposition testimony and exhibits at trial and reserves right to incorporate all such deposition excerpts as identified by Defendant:

Deposition of Nidia Fulcher, at 9:13 – 17, 10:9 – 11:19, 11:23 – 25, 12: 3 – 13:5;

1 13:24 – 14:16, 14:17 – 15:1, 16:9 – 23, 17:3 – 21, 17:22 – 20:18, 21:16 – 23:4, 23:6 – 22,
 2 23:23 – 25:8, 25:9-22 – 26:17, 25:19, 27:12 – 28:3, 28:4 – 13, 28:1 – 29:13, 29:14 – 32:5,
 3 32:6 – 33:9, 34:3 – 40:17, 41:13 – 42:1, 41:12 – 20, 43:2 – 10, 44:17 – 20, 45:18 -22, 46:12
 4 – 20, 46:21 – 47:8, 48:18 – 49:3, 49:7 – 19, 49:24 – 51:17, 51:23 – 52:6, 52:7 – 16, 54:6 –
 5 56:23, 57:1 – 58:11, 58:12 – 59:4, 59:5 – 60:6, 60:7 -25, 61:1 – 7, 61:8 – 62:15, 62:16 –
 6 63:13, 64:2 – 22, 64:23 –67:20, 67:24 – 69:4, 69:5 – 70:4, 70:9 – 71:4, 71:5 – 72:4, 3 – 73:
 7 7 – 76:9, 76:13 – 77:12, 78:3 – 6, 78:22–79:3, 80:10 – 81:22, 82:21 – 83:22, 83:23 – 84:3,
 8 84:5 –22, 85:3-13, 85:20 – 87:20, 87:22 – 88:14, 88:15 –90:22, 93:19 – 95:13, 95:18 – 97:10,
 9 97:11 – 99:19, 100:24 – 103: 17, 102:18 – 103:5, 104:6 – 9, 104:13 –16.

10 *Deposition of Sabrina Beckman*, at 7:3 – 12, 7:18 – 22, 8:18 – 9-13, 9:18 – 12:4,
 11 12:15 – 24, 13:12 – 24, 18:13 – 18, 19:22 – 20 :4, 20:5 – 23, 20:24 – 21:4, 21:6 – 8, 21:9 –
 12 25, 22:4 –25:3, 25:20 – 26:8, 26:9 – 28:11, 28:12 – 29:11, 29:12 – 30:7, 30:10 – 23 – 32:
 13 22, 32:23 – 33:10, 33:14 –34:25, 35:24 – 36:23, 37:6 – 38:6, 38:24 – 39:14, 39:15 – 18,
 14 39:19 – 40:7, 42:25 – 43:18, 43:19 –44 :1, 44:2 – 45:8, 46:22 – 48:7, 49:8 – 50:13, 51:14 –
 15 52:21, 53:7 – 55:1, 55:13 – 15, 56:7 – 59:5, 61:11 – 62:6, 62:8 – 64:11, 64:12 – 20, 64:24 –
 16 65:8, 65:9 – 67: 6, 65:7 – 65:16, 65:17 – 66:12, 68:17 – 25, 70:8 –71:1, 74:11 – 76:16, 77:
 17 21 – 78:1, 78:13 – 79:1, 79:6 – 22, 80:5 –81:13, 81:19 – 21, 82:5 – 14, 86:3 – 10, 89:14,
 18 91:2 –11, 93:23 – 94:11, 96:2 – 97:5, 97:14 – 22.

19 **(2) Defendant will offer the following depositions:**

20 *Deposition of Sabrina Beckman*, at 5:13–14; 6:21–25; 7:3–12; 7:18–8:13; 8:18–22;
 21 12:5–13:19; 16:6–24; 17:16–22; 19:22–20:20; 22:1–5; 22:12–15; 23:22–25:3; 25:20–26:8;
 22 27:25–28:2; 29:5–30:1; 30:10–20; 32:11–20; 32:23–13; 35:17–18; 36:17–23; 38:24–39:5;
 23 39:11–25; 41:6–42:21; 49:8–50:13; 51:4–9; 52:16–21; 53:7–21; 54:14–17; 59:7–15; 63:11–
 24 19; 64:9–11; 64:21–65:8; 67:7–68:4; 68:17–25; 70:21–71:1; 74:17–75:22; 76:3–77:15;
 25 77:21–78:1; 78:22–79:8; 79:10–14; 80:5–20; 83:14–85:1; 86:21–87:3; 87:5–13; 89:1–5;
 26 94:2–11; 94:17–95:11; 95:24–96:1; 96:11–97:19; and Exhibits 1–11 thereto.

27 *Deposition of Nidia Fulcher*, at 5:20–21; 10:9–11:19; 14:17–15:13; 15:16–16:3;
 28 16:9–20; 19:4–7; 19:10–21; 20:2–4; 20:9–21:4; 21:16–23:8; 23:13–26:1; 26:7–17; 28:1–15;

1 28:19–25; 29:8–10; 32:6–24; 41:13–42:1; 42:22–43:6; 43:23–44:3; 44:11–23; 46:12–47:8;
 2 49:7–19; 49:24–50:03; 50:19–21; 51:18–22; 53:8–19; 55:21–56:4; 57:2–5; 58:9–11; 59:6–
 3 7; 59:15–20; 60:12–25; 61:22–62:25; 64:23–65:5; 66:12–18; 67:24–69:4; 69:11–20; 69:23–
 4 70:4; 70:9–15; 70:17–71:23; 72:7; 73:7–16; 75:12–25; 76:15–16; 77:1–3; 77:8–12; 77:17–
 5 23; 78:25–79:3; 80:10–11; 80:16–22; 81:6–22; 82:10–83:1; 85:3–13; 89:23–90:3; 93:19–
 6 94:5; 94:24–95:2; 95:18–96:9; 96:19–22; 101:3–11; and Exhibits 1–6 thereto.

7 **(e) Objections to Depositions:**

8 **(1) Plaintiff has the following objections:**

9 Plaintiff reserves the right to object to any and all portions of the depositions of
 10 Sabrina Beckman and/or Nidia Fulcher if Defendant offers such portions of the depositions
 11 but does not anticipate that the depositions will be offered into evidence by Defendant since
 12 they are expected to appear for trial. If such individuals do not appear for trial, Plaintiff
 13 reserves all objections to Defendant's offering deposition testimony. Defendant has
 14 represented in this matter that they are counsel for Fulcher and Beckman.⁴ Thus, the use of
 15 their testimony by Defendant is in violation of FRCP 32 and FRE 804(b). Plaintiff further
 16 objects to Defendant's request to include exhibits attached to Fulcher and Beckman's
 17 depositions that Defendant has not identified as an exhibit at trial. Defendant's effort to
 18 include additional exhibits in this section is improper. To the extent such exhibit has been
 19 identified as a trial exhibit, Plaintiff incorporates by reference her objections stated above.
 20 Reserving objections, Plaintiff intends to call Beckman and Fulcher to testify per FRCP and
 21 the FRE via in person or via deposition per rule if necessary.

22 **(2) Defendant has the following objections:**

23 Defendant objects to the wholesale admission of the entire transcripts of the
 24 depositions of Sabrina Beckman and Nidia Fulcher, if those witnesses do not appear for trial.
 25 Defendants reserves the right to object to any and all portions of the depositions of Sabrina
 26 Beckman and/or Nidia Fulcher if Defendant offers such portions of the depositions but does
 27 not anticipate that the depositions will be offered into evidence by Defendant since they are

28 ⁴ Defendant notes that these individuals no longer work for Defendant, though they did at the start of this case.

1 expected to appear for trial. If such individuals do not appear for trial, Defendant reserves
 2 all objections to Plaintiff's offering deposition testimony.

3 **IX.**

4 **THE FOLLOWING WITNESSES MAY BE CALLED BY
 THE PARTIES AT TRIAL:**

5 **(a) Plaintiff's witnesses:**

6 Daniela Rivas
 7 Plaintiff
 c/o Gabroy Law Offices
 Christian Gabroy, Esq.
 The District at Green Valley Ranch
 170 South Green Valley Parkway, #280
 Henderson, Nevada 89012

10 Jose Zapata
 11 c/o Gabroy Law Offices
 Christian Gabroy, Esq.
 The District at Green Valley Ranch
 170 South Green Valley Parkway, #280
 Henderson, Nevada 89012

14 Carlos Quinones
 15 c/o Gabroy Law Offices
 Christian Gabroy, Esq.
 The District at Green Valley Ranch
 170 South Green Valley Parkway, #280
 Henderson, Nevada 89012

17 Dan Hilasaca
 18 Pastor
 c/o Gabroy Law Offices
 Christian Gabroy, Esq.
 The District at Green Valley Ranch
 170 South Green Valley Parkway, #280
 Henderson, Nevada 89012

21 Benjamin Carballo
 22 Pastor
 c/o Gabroy Law Offices
 Christian Gabroy, Esq.
 The District at Green Valley Ranch
 170 South Green Valley Parkway, #280
 Henderson, Nevada 89012

25 Neide Marzola
 26 Housekeeping Manager
 Phone Number Unknown
 Address Unknown

27 Sabrina (Beckman) Grant
 28 Director of Human Resources at WynnBET

1 Phone Number Unknown
2 Address Unknown
3 Nidia Fulcher
4 Human Resources Consultant at Amazon
5 Phone Number Unknown
6 Address Unknown

7 Terrance M. Clauretie, Ph.D
8 c/o Gabroy Law Offices
9 Christian Gabroy, Esq.
10 The District at Green Valley Ranch
11 170 South Green Valley Parkway, #280
12 Henderson, Nevada 89012

13 (b) **Defendant's witnesses:**

14 Daniela Rivas
15 Plaintiff
16 c/o Gabroy Law Offices
17 Christian Gabroy, Esq.
18 The District at Green Valley Ranch
19 170 South Green Valley Parkway, #280
20 Henderson, Nevada 89012

21 Neide Marzola
22 Housekeeping Manager
23 Phone Number Unknown
24 Address Unknown

25 Sabrina (Beckman) Grant
26 Director of Human Resources at WynnBET
27 Phone Number Unknown
28 Address Unknown

29 Nidia Fulcher
30 Human Resources Consultant at Amazon
31 Phone Number Unknown
32 Address Unknown

33 Servando Lara
34 c/o Shannon S. Pierce, Esq.
35 Fennemore Craig, P.C.
36 7800 Rancharrah Parkway
37 Reno, NV 89511
38 Phone: (775) 788-2200
39 Email: spierce@fennemorelaw.com

40 Kevin B. Kirkendall, MBA, CPA, CFE
41 c/o Shannon S. Pierce, Esq.
42 Fennemore Craig, P.C.
43 7800 Rancharrah Parkway
44 Reno, NV 89511
45 Phone: (775) 788-2200

1 Email: spierce@fennemorelaw.com

2 Any and all witnesses needed for impeachment or rebuttal testimony as trial
3 proceeds.⁵

4 The parties incorporate all custodians of records as witnesses as well.

5 **X.**
6 **PROPOSED TRIAL DATES**

7 The attorneys have met and jointly offer these three trial dates: 9/26/2022; 10/3/2022,
8 10/11/2022.

9 It is expressly understood by the undersigned that the Court will set the trial of this
10 matter on one of the agreed-upon dates if possible; if not, the trial will be set at the
convenience of the Court's calendar.

11 **XI.**
12 **ANTICIPATED LENGTH OF TRIAL**

13 It is estimated that the trial herein will take a total of three (3) days.

14 **XII.**
15 **MOTIONS IN LIMINE**

16 The parties anticipate filing motions *in limine* but have not yet finalized their respective
17 motions. Motions *in limine* will be filed pursuant to Local Rule 16-3(b). The parties agree to meet
18 and confer before the filing of motions *in limine* in an effort to reduce the number of motions to be
19 resolved by the Court. If the parties are able to reach agreement in lieu of filing motions *in limine*,
20 the parties will file a stipulation reflecting their agreement. Such stipulation shall be filed on or
before the deadline to file motions *in limine*.

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25 ⁵ If Plaintiff does not concede that Friday and Saturday nights were regarded as the worst GRA shifts,
26 Defendant reserves the right to call the following GRAs who will testify to this point: Letisha Gillet, Snjezana Smith,
27 Sugey Lopez, and Nadializbeth Gonzalez. Plaintiff objects to these previously undisclosed witnesses as improper.
28 "Rebuttal testimony" is not proper for Defendant to establish its claims and defenses but is limited to that which is
precisely directed to rebutting new matter or new theories presented in a party's case-in-chief. *Yang v. ActioNet, Inc.*,
2015 WL 13376522, at *8 (C.D. Cal., 2015) (citing *Step-Saver Data Sys., Inc. v. Wyse Tech.*, 752 F.Supp. 181, 193
(E.D. Pa. 1990) *aff'd in relevant part and rev'd in part on other grounds*, 939 F.2d 91 (3d Cir. 1991)); *Upshur v.
Shepherd*, 538 F. Supp. 1176, 1180 (E.D. Pa. 1982), *aff'd*, 707 F.2d 1396 (3d Cir. 1983).

1 APPROVED AS TO FORM AND CONTENT:
2

3 DATED: February 11, 2022
4

5 GABROY LAW OFFICES
6

7 By: /s/ Christian Gabroy
8

9 Christian Gabroy, Esq.
10 GABROY LAW OFFICES
11 The District at Green Valley Ranch
12 170 South Green Valley Parkway, Suite 280
13 Henderson, NV 89012
14

15 Alan J. Reinach, Esq.
16 CHURCH STATE COUNCIL
17 2686 Townsgate Rd.
18 Westlake Village, CA 91361
19

20 *Attorneys for Plaintiff*
21

22 DATED: February 11, 2022
23

24 FENNEMORE CRAIG, P.C.
25

26 By: /s/ Kelly Peters
27

28 Shannon S. Pierce, Esq.
Kelly Peters, Esq.
7800 Rancharrah Parkway
Reno, NV 89511
29

30 *Attorneys for Defendant*
31

32 **XII.**
33 **ACTION BY THE COURT**
34

35 (a) This case is set for jury trial on the ~~fixed~~/stacked calendar on: 1/23/2023 at
36 9:00 a.m.
37 (b) Calendar call shall be held on: 1/17/2023 at 9:00 a.m.
38 (c) Jury trials:

39 (1) An original and two (2) copies of all instructions requested by either
40 party shall be submitted to the Clerk for filing on or before:
41

(2) An original and two (2) copies of all suggested questions of the parties to be asked of the jury panel by the Court on voir dire shall be submitted to the Clerk for filing on or before:

(3) Motions *in Limine* shall be filed on or before:

The foregoing pretrial order has been approved by the parties to this action as evidenced by the signatures of their counsel hereon, and the order is hereby entered and will govern the trial of this case. This order shall not be amended except by order of the Court pursuant to agreement of the parties or to prevent manifest injustice.

DATED: 3/23/2022



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